

1
2
3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 JAMES DEAN MITTON, *individually*
12 *and on behalf of all others similarly*
13 *situated,*

14 Plaintiff,

15 vs.

16 HERTZ GLOBAL HOLDINGS, INC., *a*
Delaware and Florida corporation,

17 Defendant.

Case No. 2:19-cv-1312-FMO-JEMx

**STIPULATED PROTECTIVE
ORDER**

**[Discovery Document: Referred to
Magistrate Judge John
E. McDermott]**

District Judge: Fernando M. Olguin
Courtroom 6D

Magistrate Judge: John E. McDermott
Courtroom 640

18
19
20 **1. A. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,
22 proprietary or private information for which special protection from public
23 disclosure and from use for any purpose other than prosecuting this litigation may
24 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
25 enter the following Stipulated Protective Order (the "Order"). The parties
26 acknowledge that this Order does not confer blanket protections on all disclosures
27 or responses to discovery and that the protection it affords from public disclosure
28

1 and use extends only to the limited information or items that are entitled to
2 confidential treatment under the applicable legal principles.

3 **B. GOOD CAUSE STATEMENT**

4 This action is likely to involve trade secrets, customer and pricing lists and
5 other valuable research, development, commercial, financial, technical and/or
6 proprietary information for which special protection from public disclosure and
7 from use for any purpose other than prosecution of this action is warranted. Such
8 confidential and proprietary materials and information consist of, among other
9 things, confidential business or financial information, information regarding
10 confidential business practices, or other confidential research, development, or
11 commercial information (including information implicating privacy rights of third
12 parties), information otherwise generally unavailable to the public, or which may
13 be privileged or otherwise protected from disclosure under state or federal statutes,
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of
15 information, to facilitate the prompt resolution of disputes over confidentiality of
16 discovery materials, to adequately protect information the parties are entitled to
17 keep confidential, to ensure that the parties are permitted reasonable necessary uses
18 of such material in preparation for to address their handling at the end of the
19 litigation, and serve the ends of justice, a protective order for such information is
20 justified in this matter. It is the intent of the parties that information will not be
21 designated as confidential for tactical reasons and that nothing be so designated
22 without a good faith belief that it has been maintained in a confidential, non-public
23 manner, and there is good cause why it should not be part of the public record of
24 this case.

25 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**
26 **UNDER SEAL**

27 The parties further acknowledge, as set forth in Section 12.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
2 and the standards that will be applied when a party seeks permission from the court
3 to file material under seal.

4 There is a strong presumption that the public has a right of access to judicial
5 proceedings and records in civil cases. In connection with non-dispositive motions,
6 good cause must be shown to support a filing under seal. *See, Kamakana v. City*
7 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
8 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
9 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
10 orders require good cause showing), and a specific showing of good cause or
11 compelling reasons with proper evidentiary support and legal justification, must be
12 made with respect to Protected Material that a party seeks to file under seal. The
13 parties' mere designation of Disclosure or Discovery Material as
14 CONFIDENTIAL does not— without the submission of competent evidence by
15 declaration, establishing that the material sought to be filed under seal qualifies as
16 confidential, privileged, or otherwise protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial,
18 then compelling reasons, not only good cause, for the sealing must be shown, and
19 the relief sought shall be narrowly tailored to serve the specific interest to be
20 protected. *See, Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
21 2010). For each item or type of information, document, or thing sought to be filed
22 or introduced under seal in connection with a dispositive motion or trial, the party
23 seeking protection must articulate compelling reasons, supported by specific facts
24 and legal justification, for the requested sealing order. Again, competent evidence
25 supporting the application to file documents under seal must be provided by
26 declaration.

27 Any document that is not confidential, privileged, or otherwise protectable
28 in its entirety will not be filed under seal if the confidential portions can be

redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.3 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.4 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

2.7 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.8 Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staffs).

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

1 2.10 In-House Counsel: attorneys who are employees of a party to this
2 Action. In-House Counsel does not include Outside Counsel of Record or any
3 other outside counsel.

4 2.11 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve
6 as an expert witness or as a consultant in this Action.

7 2.12 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.13 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced
14 or generated in disclosures or responses to discovery in this matter.

15 2.14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
16 EYES ONLY” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.15 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
22 ATTORNEYS’ EYES ONLY.”

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY or maintained pursuant to this protective order that is then used or introduced as an exhibit at trial becomes public ("Trial Materials") and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See, Kamakana*, 447 F.3d at 1180-81 (distinguishing "good cause" showing for sealing documents produced in discovery from "compelling reasons" standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial with respect to Trial Materials

Other than the treatment of Trial Materials as described above, the confidentiality obligations imposed by this Order shall remain in full force and effect, surviving the resolution or final disposition of this Action unless otherwise ordered by this Court or agreed upon by the Parties.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents
16 in .tiff or image format, but excluding transcripts of depositions or other pretrial or
17 trial proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
19 ONLY" (hereinafter collectively referred to as "CONFIDENTIAL legend"), to
20 each page that contains protected material. In the case of electronically stored
21 information produced in native format, by including "CONFIDENTIAL" in the file
22 or directory name, or by affixing the CONFIDENTIAL legend to the media
23 containing the Disclosure or Discovery Material (e.g., CDROM, floppy disk,
24 DVD).

25 A Party or Non-Party that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
28 before the designation, all of the material made available for inspection shall be

1 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
2 EYES ONLY." After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or
4 portions thereof, qualify for protection under this Order. Then, before producing
5 the specified documents, the Producing Party must affix the "CONFIDENTIAL
6 legend" to each page that contains Protected Material.

7 (b) for testimony given in deposition or in other pretrial or trial
8 proceedings, that the Party or non-party offering or sponsoring the testimony
9 identify on the record, before the close of the deposition, hearing, or other
10 proceeding, all protected testimony, and further specify any portions of the
11 testimony that qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
12 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each
13 portion of testimony that is entitled to protection, and when it appears that
14 substantial portions of the testimony may qualify for protection, the Party or non-
15 party that sponsors, offers, or gives the testimony may invoke on the record (before
16 the deposition or proceeding is concluded) a right to have up to 30 days (or a time
17 mutually agreed to between the parties) after receipt of the deposition transcript to
18 identify the specific portions of the testimony as to which protection is
19 sought. During the 30 days following receipt of the deposition transcript, the
20 parties shall treat the testimony as if it has already been designated
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEYS' EYES
22 ONLY." Only those portions of the testimony that are appropriately designated for
23 protection within the 30 days shall be covered by the provisions of this Order.

24 Transcript pages containing Protected Material must be separately bound by
25 the court reporter, who must affix to the top of each such page the legend
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEYS' EYES
27 ONLY," as instructed by the Party or nonparty offering or sponsoring the witness
28 or presenting the testimony.

1 (c) for information produced in some form other than documentary and
2 for any other tangible items, that the Producing Party affix in a prominent place on
3 the exterior of the container or containers in which the information is stored the
4 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
5 EYES ONLY.” If only a portion or portions of the information warrants protection,
6 the Producing Party, to the extent practicable, shall identify the protected
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party’s right to secure protection under this Order for such
11 material. Upon timely correction of a designation, the Receiving Party must make
12 reasonable efforts to assure that the material is treated in accordance with the
13 provisions of this Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37-1 *et seq.*

20 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
21 joint stipulation pursuant to Local Rule 37-2.

22 6.4 The burden of persuasion in any such challenge proceeding shall be
23 on the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
25 parties) may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all parties shall
27 continue to afford the material in question the level of protection to which it is
28

entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been resolved, disposed of, or otherwise terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided, to the extent the
8 witness and attorney are not covered by a prior subsection of this Section. Upon
9 the request of the Designating Party the witness and attorney may be required to
10 sign the form “Acknowledgment and Agreement to Be Bound” attached as Exhibit
11 A hereto. Pages of transcribed deposition testimony or exhibits to depositions that
12 reveal Protected Material may be separately bound by the court reporter and may
13 not be disclosed to anyone except as permitted under this Stipulated Protective
14 Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
19 in writing by the Designating Party, a Receiving Party may disclose any
20 information or item designated “HIGHLY CONFIDENTIAL - ATTORNEYS’
21 EYES ONLY” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
23 well as employees of said Outside Counsel of Record to whom it is reasonably
24 Necessary to disclose the information for this Action;

25 (b) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary and, if required by the Designating Party, who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) attached hereto, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena, discovery request, or a court order issued in other litigation that compels or seeks disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena, discovery request, or court order;

(b) promptly notify in writing the party who caused the subpoena, discovery request, or order to issue in the other litigation that some or all of the material covered by the subpoena, discovery request, or order is subject to this Order. Such notification shall include a copy of this Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks to quash the subpoena, a protective
4 order, or other applicable relief, the Party served with the subpoena, discovery
5 request, or court order shall not produce any information designated in this action
6 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
7 ONLY” before a determination by the court from which the subpoena or order
8 issued, unless the Party has obtained the Designating Party’s permission. The
9 Designating Party shall bear the burden and expense of seeking protection in that
10 court of its confidential material and nothing in these provisions should be
11 construed as authorizing or encouraging a Receiving Party in this Action to
12 disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” Such information produced by
18 Non-Parties in connection with this litigation is protected by the remedies and
19 relief provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.

21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has
23 disclosed Protected Material to any person or in any circumstance not authorized
24 under this Stipulated Protective Order, the Receiving Party must immediately (a)
25 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
27 the person or persons to whom unauthorized disclosures were made of all the terms
28 of this Order, and (d) request such person or persons to execute the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3 **11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
4 **MATERIAL**

5 The production of privileged or protected material, whether inadvertent or
6 otherwise, is not a waiver of the privilege or protection from discovery in this case
7 or in any other federal or state proceeding. Regardless of the steps taken to prevent
8 disclosure, if a party produces information that it discovers, or in good faith later
9 asserts, to be privileged or otherwise protected from disclosure, the production of
10 that information will not constitute a waiver of any applicable privileges or other
11 protection, and the Receiving Party may not argue that the Producing Party failed
12 to take reasonable steps to prevent production of the privileged or protected
13 materials.

14 Where a Producing Party discovers that it has inadvertently produced
15 material that is subject to a privilege or other protection (whether or not also
16 qualifying as confidential “Protected Material” described above), the Producing
17 Party must notify in writing the Receiving Party of the production and the basis for
18 the privilege or other protection, and request in writing the return or treatment of
19 the produced privileged or protected information consistent with Federal Rule of
20 Civil Procedure 26(b)(5)(B). When a Producing Party provides such notice, the
21 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B), and encompass all later created excerpts, summaries,
23 compilations, and other documents or records that include, communicate or reveal
24 the information claimed to be privileged or protected.

25 If the Receiving Party receives documents, ESI, or other forms of
26 information from the Producing Party that, upon inspection or review, appear in
27 any respect to contain or constitute privileged or other protected material, the
28 Receiving Party shall immediately stop review of such information, promptly

1 sequester the potentially privileged or protected material, and immediately identify
2 it to the Producing Party.

3 This Order shall be interpreted to provide the maximum protection allowed
4 by Federal Rule of Evidence 502(d). Nothing contained herein is intended to or
5 shall serve to limit a party's right to conduct a review of documents, ESI or
6 information (including metadata) for relevance, responsiveness and/or segregation
7 of privileged and/or protected information before production.

8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Order, no Party waives any right it otherwise would have to object to disclosing or
13 producing any information or item on any ground not addressed in this Order.
14 Similarly, no Party waives any right to object on any ground to use in evidence of
15 any of the material covered by this Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected Material
18 may only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the court, then the Receiving Party may file the information
21 in the public record unless otherwise instructed by the court.

22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the
28 Protected Material. Whether the Protected Material is returned or destroyed, the

1 Receiving Party must submit a written certification to the Producing Party (and, if
2 not the same person or entity, to the Designating Party) by the 60 day deadline that
3 (1) identifies (by category, where appropriate) all the Protected Material that was
4 returned or destroyed and (2) affirms that the Receiving Party has not retained any
5 copies, abstracts, compilations, summaries or any other format reproducing or
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
9 and trial exhibits, expert reports, attorney work product, and consultant and expert
10 work product, even if such materials contain Protected Material. Any such archival
11 copies that contain or constitute Protected Material remain subject to this Order as
12 set forth in Section 4 (DURATION).

13 **14. EFFECTIVE UPON EXECUTION OF THE PARTIES**

14 The Parties agree to be bound by the terms of this Stipulation pending the
15 entry by the Court of this Stipulation, and any violation of its terms shall be subject
16 to the same sanctions and penalties as if this Stipulation had been entered by the
17 Court.

18 **15. VIOLATION**

19 Any violation of this Order may be punished by appropriate measures
20 including, without limitation, contempt proceedings and/or monetary sanctions.
21
22

23 *[The Remainder of This Page Intentionally Left Blank]*
24
25
26
27
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 9, 2020

RICE REUTHER SULLIVAN &
CARROLL, LLP

By /s/Anthony J. DiRaimondo
Anthony J. DiRaimondo (*pro hac*
vice)
Attorneys for Plaintiff JAMES
DEAN MITTON and the Proposed
Class

Dated: April 9, 2020

REESE LLP

By /s/Michael R. Reese
Michael R. Reese
George V. Granade
Attorneys for Plaintiff JAMES
DEAN MITTON and the Proposed
Class

Dated: April 9, 2020

SEYFARTH SHAW LLP

By /s/Giovanna A. Ferrari
Giovanna A. Ferrari
M. Ryan Pinkston
Attorneys for Defendant
HERTZ GLOBAL HOLDINGS,
INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 4/10/20



HON. JOHN E. MCDERMOTT
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

_____ [print or type full address], declare

under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *James Dean Mitton v. Hertz Global Holdings, Inc., Case No. 2:19-cv-1312-FMO-JEMx*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____